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**CITY OF NORTH MIAMI
NEIGHBORHOOD STABILIZATION PROGRAM**

REHABILITATION AGREEMENT

THIS AGREEMENT, is entered into this 18 day of January 2013 by and between the following parties: the City of North Miami, a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, FL 33161 referred to as "City" or "Property Owner", and **CRC BUILDERS GROUP, INC.**, referred to as the "General Contractor", having its principal place of business at **8960 CARIBBEAN BLVD MIAMI, FL 33157** (Parties), regarding rehabilitation of the real property legally described as:

**LOT 10, IN BLOCK 4, OF RUCKS PARK, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 44, AT PAGE 97, OF THE PUBLIC RECORDS MIAMI DADE COUNTY,
FLORIDA a/k/a 565-567 NE 141 STREET, NORTH MIAMI, FL 33161 (subject property)**

WITNESSETH:

The City owns certain property located at **565-567 NE 141 Street**, North Miami, Florida, referred to as the "Property", which is in need of rehabilitation construction work to comply with certain building codes applicable to the City of North Miami Neighborhood Stabilization Program's Policies and Guidelines, referred to as the "NEIGHBORHOOD STABILIZATION PROGRAM";

The General Contractor is the person, firm or corporation, with whom this Rehabilitation Agreement is being made directly or through accredited representatives, and who is primarily liable for the acceptable performance of the construction related work provided for in this Rehabilitation Agreement as well as for the payment of all legal debts pertaining to the work; and the General Contractor is licensed by all necessary State, County and local entities to engage in the construction and contracting business.

The City of North Miami, referred to as the "City" or as the "Property Owner", is hereby authorized to assure that the the is work performed as specified in this Rehabilitation Agreement and completed in accord with the policies and guidelines of its Neighborhood Stabilization Program, the City's Green Residential Rehabilitation Standards, local Land Development Regulations and Federal and State laws..

In consideration of the mutual promises, covenants and agreements, and other good and valuable considerations, the receipt of which is acknowledged, the parties agree as follows:

GENERAL CONDITIONS:

1. Rehabilitation Agreement Documents: The Rehabilitation Agreement Documents consist of:
 1. Rehabilitation Agreement
 2. Exhibit 1 – Scope of Work
 3. Work Items Specifications and Drawings, and all other Addenda affixed prior to, and all written Modifications and Change Orders issued after, execution of the Rehabilitation Agreement.

The Rehabilitation Agreement Documents also include all provisions of the City of North Miami Neighborhood Stabilization Program Policies and Guidelines and the City's Green Housing Rehabilitation Standards incorporated herein and made a part of this Agreement by reference.

2. Scope of Work: The General Contractor shall furnish all material and labor required including the payment of all required permits, fees and taxes in connection with the work identified in Exhibit 1, (Scope of Work), and formal, written and approved amendments thereto.
3. Compensation: The General Contractor shall be paid for the completion of the specified work to be performed in connection with the Project, the total sum of **\$142,200.00** unless said compensation is otherwise amended by an approved Change Order. Compensation shall be paid by a City North Miami check drawn on a local lending institution, and said check shall be issued solely in the name of the General Contractor.
4. Time of Performance: The General Contractor shall complete the above-described work within eighty (80) working days from the effective date of the Notice to proceed to be provided at or in connection with the Pre-construction Conference. Work must commence within ten (10) days of issuance of the Notice to Proceed and must be steadily performed thereafter through to the completion of the contract.
5. Pre-construction Conference. The General Contractor agrees to attend the Pre-construction Conference conducted by the City prior to the commencement of work. The General Contractor shall provide at or prior to the Pre-construction Conference evidence of license(s), waiver of lien(s), insurance, and other information as may be required in connection with the Neighborhood Stabilization Program.
6. Right to Stop the Work. If the General Contractor fails to correct defective work as determined by the City or persistently fails to carry out the work in accord with the Rehabilitation Agreement Documents, the City, by a written order may order the General Contractor to stop the work, or any portion thereof, immediately upon receipt of the notice, until the cause for such written order has been eliminated.
7. Right to Carry Out the Work. If the General Contractor defaults or neglects to carry out the work in accord with the Rehabilitation Agreement Documents, and fails within three (3) working days after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after five (5) calendar days following receipt by the General Contractor of an additional written notice, and without prejudice to any other remedy the City may have, make good such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the General Contractor the cost of correcting such deficiencies, including compensation for the additional costs incurred by the City, if any, made necessary by such default, neglect or failure. If the payments then or thereafter due the General Contractor are not sufficient to cover such amount, the General Contractor shall pay the difference to the City.
8. Site Inspections. The City shall visit the site at intervals appropriate to the stage of progress on the rehabilitation construction work to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in conformance with the Rehabilitation Agreement Documents. However, the City shall not be required to make exhaustive or continuous on-site inspections to check the quality or progress of the work.
9. Quality Control. The City shall oversee quality control in the charge of construction means, methods, techniques, sequences or procedures, for safety precautions and program performance in connection with the work at the Project, but the City shall not be responsible for the General Contractor's failure to carry out the work in accord with the Rehabilitation Agreement Documents.

10. Change Order Processing and Approvals. Any changes in the Rehabilitation Agreement for unforeseen work or conditions at the time of execution of the Rehabilitation Agreement related to quantities of labor, materials, and equipment, especially for changes affecting cost or time of performance shall be covered by a written Change Order. The Change Order shall be issued by the City, which said fully executed Change Order shall then constitute an addendum or modification to the original Rehabilitation Agreement.

Any such changes shall be made only when and where determined necessary and desirable in the sole opinion of the City. Where approved Change Orders diminish the cost of the work specified in the Rehabilitation Agreement, such changes or alterations shall not constitute a claim for damages or anticipated profits. In determining the cost of items deleted or added that diminish or increase the scope of work specified in the Rehabilitation Agreement Documents, the parties to the Rehabilitation Agreement shall use those prices already stipulated therein or otherwise consistent with the intent and reasonably inferable from the Rehabilitation Agreement Documents; and if not set forth therein or otherwise reasonably inferable thereto, fair prices shall be determined by mutual agreement between the parties to the Rehabilitation Agreement, upon the recommendation of and approval by the City.

11. Payment Processing and Approvals. The City shall review all payment applications submitted by the General Contractor, whether a partial or final payment request, and shall then make on the approval and issuance of payment. The City shall conduct inspections to determine the dates of partial completion and final completion of work. Based on the observations and evaluations of the City's Housing Inspector, the City shall determine the amount due to the General Contractor on its payment application and shall process a payment request for the work at the Project found acceptably installed and in place. The City shall process a final payment request upon performing its final inspection and its determination that the General Contractor has fully complied with the requirements of the Rehabilitation Agreement Documents. In conjunction with this determination, the City shall process the final payment request.

In the event that the City, in performing its final inspection determine that work, or a portion of work, does not meet the requirements of the Rehabilitation Agreement Documents, then, in such a case, the City shall issue a "Punch List" to the General Contractor enumerating the work items found to be unacceptable or deficient, and shall withhold approval of the final payment request, or on portions thereto, until all work so questioned is found acceptable by the City. Upon said determination, the City shall process the final payment request for the Project.

12. General Contractor's Responsibilities. The General Contractor shall supervise, direct and otherwise be solely responsible for the rehabilitation construction work being performed at the Project. The General contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and shall coordinate all portions of the work, except as otherwise provided in this agreement.

The General Contractor shall attend the Pre-construction Conference to be conducted by the City, as further described in this agreement and upon completion of the Pre-construction Conference; the General Contractor shall forward all instructions, communications and requests pertaining to the work at the Project to the City.

The General Contractor shall be responsible to the City for the acts and omissions of the General Contractor's employees, its subcontractors and their employees, and any other persons, agents or firms performing any of the work or furnishing any supplies and materials at the Project under a contract, subcontract or any other agreement with the General Contractor or its subcontractors. The General Contractor shall at all times enforce strict discipline and good order among the General Contractor's

employees and its subcontractors and their employees, and shall not employ on the work any unfit person or entity, or anyone not skilled in their assigned task. None but skilled foremen and workmen shall be employed on any portion of the work requiring special qualifications.

The General Contractor shall not be relieved from its obligations to perform the work in accord with the Rehabilitation Agreement Documents either by the activities or duties of the City in its administration of the Rehabilitation Agreement, or by inspections, tests or approvals required or performed in connection with the work by persons other than the General Contractor.

The General Contractor shall be responsible for all other terms and conditions pertaining to the General Contractor in accordance with this agreement, which shall include, but not be limited to the following:

- (1) Correlation of Work. At the time of execution of the Rehabilitation Agreement the General Contractor shall carefully study and compare the Rehabilitation Agreement Documents to its examination and verification of site conditions, and shall no later than at the time of the Pre-construction Conference report to the City any error, inconsistency or omission that it discovers, which shall require the interpretation by the City and may require the issuance of a Change Order. The General Contractor shall not be liable to the City for any damage resulting from any such errors, inconsistencies or omissions in the Rehabilitation Agreement Documents; provided, that the General Contractor promptly reports its findings to the City, who shall be responsible for making the final determination. The General Contractor shall perform no portion of the work at any time not identified in Rehabilitation Agreement Documents or where required, by approved shop drawings, product data or samples for such portion of the work. No portion of the work requiring submission of a shop drawing, product data or sample shall be submitted to the building Official until the submittal has been reviewed and approved by the City for consistency with the Rehabilitation Agreement Documents. All such portions of the work so performed shall be in accordance with approved submittals.
- (2) Royalties and Patents. The General Contractor shall pay all royalties and license fees, shall define all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. If the General Contractor has reason to believe that the design process or product selected in connection with the work is an infringement of a patent, the General Contractor shall promptly so inform the City and await its determination before proceeding with the execution of the design process or the ordering and installation of the product.
- (3) Insurance. The General Contractor shall maintain full Worker's Compensation and Employer's Liability Insurance coverage in the minimum amount as set forth in this agreement for all workers contributing to the execution of the rehabilitation construction work at the Project. Furthermore, the General Contractor shall maintain Public Liability Insurance and Property Damage Insurance coverage in the maximum obtainable amount as set forth in this agreement. The General contractor shall furnish the City with satisfactory proof of such insurance before the commencement of work at the Project. The General Contractor shall carry said insurance in force during the time of performance for the work provided in connection with the Rehabilitation Agreement or until said work is fully completed, whichever is the longest period. The minimum amount of said insurance coverage shall be as follows:

1. Worker's Compensation and Employer's Liability Insurance. With a minimum limit for Worker's Compensation as established pursuant to Florida Statutes, and with a minimum limit of \$500,000 for Employer's Liability.

The General Contractor shall provide proof of such insurance before the commencement of the work and should notify its insurance carrier to provide the City of North Miami a 30 day written notice by the carrier of any cancellation of the policy.

2. Owner and Contractor Protection Liability Insurance. With minimum limits of \$100,000 each accident/\$300,000 each occurrence/\$50,000 property damage.

The General Contractor shall provide a certificate of insurance for the said insurance before the commencement of work, which must contain the following.

- ✓ The name of insurance carrier(s);
- ✓ The effective date and expiration dates of policies;
- ✓ The interests of the Property Owner(s) and the City of North Miami as additional named insured and specifying the address of the Project;
- ✓ A provision for a 30-day written notice by the carrier of any cancellation or material change in any policy.

3. Subcontractor Insurance. Is recommended to the General Contractor. The General Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage's that the General Contractor may consider necessary, and any deficiency in the coverage's or policy limits of any subcontractors will be the sole responsibility of the General Contractor.

13. Permits, Fees and Taxes. The General Contractor shall secure and pay for all applicable building permits, and shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Rehabilitation Agreement and which are legally required at the time bids are received. The General Contractor shall pay all sales, consumer, use and other similar taxes for the work done in connection with the Project by the General Contractor which are legally enacted at the time bids are received, whether or not yet effective.
14. Use of Site. The General Contractor shall have access to the site to perform work in connection with the Project as further described in this agreement, and shall reasonably coordinate all of its operations with and secure approval from the City before using any portion of the site. The General Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Rehabilitation Agreement Documents, and shall not unreasonably encumber the site with any materials or equipment.
15. Workmanship, Labor and Materials. The rehabilitation construction work performed at the Project shall be done in accord with the trades' standards as "Workmanlike Manner" or "Acceptable Standards or Workmanship."

The General Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, excess utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, unless otherwise provided in the Rehabilitation Agreement Documents.

The materials used in connection with the rehabilitation construction work at the Project shall be new, in good condition and of the grade required by the Rehabilitation Agreement Documents unless otherwise agreed to in writing by the City, before their delivery to the Project. Materials delivered damaged in shipment or damaged due to any other cause prior to installation and acceptance shall be replaced at the expense of the General Contractor. Where selection of materials by the City is required, the General Contractor shall not install or allow installation of any materials prior to the City's selection and written consent.

16. Fitting and Coordination of Work. The General Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.

The General Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material men engaged under the Rehabilitation Agreement. The General Contractor shall provide to each subcontractor the locations and measurements which they may require for the fitting of their work to all surrounding work.

The General Contractor shall not damage or endanger any portion of the work of the City or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The General Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The General Contractor shall not unreasonably withhold from the City or any separate contractor consent to cutting or otherwise alternating the work of the General Contractor.

17. Protection of Work, Property and Persons. The General Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its acts or neglect or due to the act or neglect of any subcontractor or anyone directly or indirectly employed by the General Contractor or any of its subcontractors, or anyone for whose acts or neglect any of them be liable.

The General Contractor shall not load or permit any part of any structure to be loaded with weights that will endanger the structure, nor shall it subject any part of the work to stresses or pressures that will endanger it.

The General Contractor shall continuously maintain adequate safety precautions during construction to insure protection of workers and users of the Property. All hallways, stairs, and means of egress shall remain free of obstruction while work is in progress.

18. Repairs. The General Contractor shall make repairs to all surfaces, equipment, and furniture damaged as a result of rehabilitation construction work performed by the General Contractor at no additional cost to the City within a reasonable time after notification of same. Where repair is not feasible, the General Contractor shall secure replacement items or the City's approved equal, at the General Contractor's sole expense.

19. Cleaning Up. The General Contractor shall at all time keep the premises free from accumulation of waste materials or rubbish caused by the General Contractor's operations. At the completion of the work, the

General Contractor shall remove all its waste materials and rubbish from and about the Project as well as all its tools, construction equipment, machinery and surplus materials.

20. Liquidated Damages and Excusable Delays. If the General Contractor does not complete the work within the specified time, and it is determined by the City that the incompletion was due to inexcusable delays; then, in such event, the General Contractor shall be liable for liquidated damages. Said liquidated damages shall be assessed at a rate of \$50.00 working day exceeding the time of performance completion for the Project specified in the Rehabilitation Agreement. The City may at its sole discretion, waive any claims on the General Contractor for liquidated damages even though actually incurred and due.

The General Contractor shall not be charged with liquidated damages for any delays in the completion of the work due to excusable delays, as determined by the City, for unforeseeable causes beyond the control and without the fault or negligence of the General Contractor. Such causes for excusable delays as determined by the City, shall include, but are not restricted to: acts of God, acts of public enemy, and acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather. In every case, the failure to perform must be beyond the control and without the fault or negligence of the General Contractor.

21. Payment Applications and Waiver and Release of Liens. The General Contractor shall submit all payment applications, whether partial or final, to the City. The payment request shall be for an amount equal to the percentage of work completed, which is work fully installed and in place, less the amount of any previous approved payments not including withheld retention.

The payment application of the General Contractor shall be reviewed and processed for payment by the City as further described in this agreement. At the time of submission of each payment application, whether partial or final, the General Contractor shall provide its affidavit and release of lien for itself and all contractors and subcontractors performing work as well as material men and suppliers furnishing supplies, equipment and appliances in connection with that portion of the work being processed for payment. The General Contractor shall also provide at the time of each payment application, the manufacturers warranties, brochures, instructions and related documents as well as, to the extent applicable, the written warranties of participating contractors and subcontractors for that portion of the work being processed in connection with the payment application.

22. Warranty. The General Contractor shall warrant and guarantee to the City that all materials and equipment furnished in accord with the Rehabilitation Agreement shall be new unless otherwise specified, and that all work shall be of good quality, free from faults and defects and in conformance with the Rehabilitation Agreement Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the General Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The General Contractor shall provide a written warranty to the City in connection with its submission of its final payment application. The Warranty shall be on a form acceptable to the City and shall be dated and made effective as of the date of Completion for the Project. The warranty shall be in effect for one year from said effective date and shall guarantee to the City that the rehabilitation construction work performed at the Project by the General Contractor is of good quality, free from faults and defects and in conformance with the Rehabilitation Agreement Documents; and that in the event that faults or defects in the work shall arise, within one year of the effective date of the warranty, not otherwise determined by the City to be normal wear

and tear or abusive use, that the General Contractor shall furnish all necessary labor and material at its sole expense to promptly correct the faulty and defective work.

Additionally, the General Contractor shall, to the extent applicable to the Rehabilitation Agreement, provide a separate written warranty from roofing subcontractors guaranteeing roofing work of 10 years from final acceptance and completion of the work, and a separate written warranty from exterior painting subcontractors shall also be provided guaranteeing exterior painting work for 2 years from final acceptance and completion of the work. Furthermore, the General Contractor shall provide the City with all manufacturers' and suppliers' written guarantees and warranties covering supplies, equipment and appliances furnished in connection with the work at the Project.

23. Indemnification. To the fullest extent permitted by law, the General Contractor shall protect, defend, Indemnify and hold harmless the City of North Miami, and their officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities, of every kind, sort or description, including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly out of or resulting in connection with this agreement. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The General Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent.

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of the General Contractor or any of its subcontractors or any of the General Contractor's agents or employees or its subcontractors, agents or employees during the performance of the work before the payments for work have become due under the Rehabilitation Agreement, the City, may withhold such payments as long as it shall be deemed necessary for the indemnity of the City of North Miami; provided, that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

24. Waiver and Release of Mechanics Liens. The General Contractor for itself, its subcontractors, its material men and suppliers as well as all other persons acting for, through or in connection with the work performed at the Project, acknowledges and agrees that no mechanics' liens or claims shall be filed or maintained by it, against the property of the City for or on account of any work or labor done or materials furnished by it in connection with the Project and this Rehabilitation Agreement; and the General Contractor for itself, and its subcontractors and all persons acting for, through or in connection with the work performed at the Project, hereby expressly waive and relinquish all rights to have filed or maintained any mechanics' liens or claims against the Project, and agree that this waiver shall be an independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any Modification or Change Order to the Rehabilitation Agreement for extra or additional work being performed in connection with the Project.
25. Incorporation of Terms and Conditions. The General Contractor acknowledges and agrees, in entering into this Rehabilitation Agreement, that its terms and conditions shall be incorporated, verbatim or by reference,

in every contract or subcontract entered into in connection with the work at the Project so that these shall be binding on any and all participating contractors or subcontractors.

26. Indemnification. The General Contractor agrees to indemnify and hold harmless the City of North Miami from and against any claims, damages or causes of action arising out of any act, error, or omission under this Rehabilitation Agreement committed by the General Contractor, its agents and employees, or its subcontractors and their agents and employees, or any other persons either directly or indirectly employed by contractors or subcontractors performing work at the Project.

Contractor agrees to indemnify and hold harmless the City, its agents and employees from and against any claims, damages or causes of action which may arise out of the disbursement or non-disbursement of funds under this Contract and/or arising out of or accruing from any negligent act, omission or error of the parties and/or City, its officers, servants, agents and/or employees, resulting in or relating to injuries to body, life, limb or property.

27. Communications. Any and all communications arising under this Rehabilitation Agreement shall be transmitted as follows:

All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing. All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, returned receipt requested, addressed as follows:

If to the City: City of North Miami
 776 N.E. 125th Street
 North Miami, FL 33161
 Attn: City Manager

With copies to: City of North Miami
 776 N.E. 125th Street
 North Miami, FL 33161
 Attn: City Attorney
 Attn: Community Planning & Development Director

If to Contractor: CRC Builders Group, Inc
 Attn: Jorge Garcia (Registered Agent)
 8960 Caribbean Blvd
 Miami, Florida 33157

28. Governing Law. This Rehabilitation Agreement shall be construed and enforced in accord with the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.
29. Extent of Agreement. This Rehabilitation Agreement and attached exhibits embody the entire understanding of the parties. The drafting, execution, and delivery of this Rehabilitation Agreement by the parties have been induced by no representation, statements, warranties, or agreements other than those expressed herein, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereto unless expressly referred to herein.

30. Questions and Interpretations. The City shall be the interpreter of the requirements of the Rehabilitation Agreement Documents and the judge of the performance there under. The City shall render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accord with agreed upon time limits.

All interpretations and decisions of the City shall be consistent with the intent of and reasonably inferable from the Rehabilitation Agreement Documents and shall be in writing or in graphic form. The decision of the City in matters relating to the execution or progress of work, including the artistic effect of the work, shall be final if consistent with the intent of the Rehabilitation Agreement Documents. In this capacity as interpreter and judge, the City shall endeavor to secure faithful performance by the General Contractor.

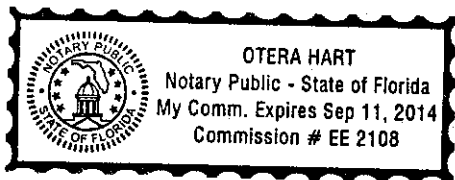
31. Counterparts. This Rehabilitation Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts together constitute but one and the same Rehabilitation Agreement.
32. Severability. Should any section or any part of any section of this Rehabilitation Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any other section in this Rehabilitation Agreement.
33. Number and Gender. Wherever used in this Rehabilitation Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.
34. Failure to Act. The failure of the City to exercise any of its rights and privileges with respect to this Rehabilitation Agreement shall not constitute a waiver for the purpose of any subsequent enforcement of this Rehabilitation Agreement.
35. Termination. The City and the Contractor agree that this Agreement may be terminated by either party upon written notice at least thirty (30) days prior to the effective date of such termination, with or without cause. In the event of termination, all finished work acceptably installed and in place, shall be paid on the basis of the total item price or percentage of work completed as stipulated in the Rehabilitation Agreement Documents, less payments previously made and less any and all payments withheld from the General Contractor for the purpose of set-off necessary to obtain another contractor to complete the remaining work at the Project.

Notwithstanding the above, the General Contractor shall not be relieved of any additional liability to the City for damages sustained by the City by virtue of any breach of the Rehabilitation Agreement by the General Contractor, and the City may withhold any payments due to the General Contractor for the purposes of set-off until such time as the exact amount of damages due to the City from the General Contractor is determined.

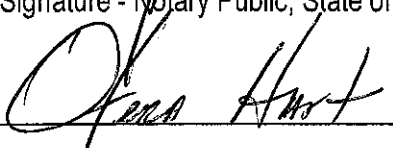
STATE OF: FLORIDA
COUNTY OF: MIAMI-DADE

The foregoing instrument was acknowledged before me this 18th day of January,
2013, by ~~who~~ Eduardo Garcia who as/have produced
Fla. Drivers License as identification.

(SEAL)

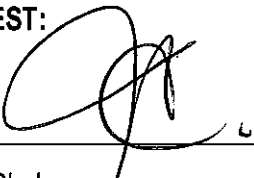



Signature - Notary Public, State of Florida


Name of Notary-Typed, Printed or Stamped


IN WITNESS THEREOF, the City and the General Contractor have entered into this Agreement as of the day and year first written above.

ATTEST:



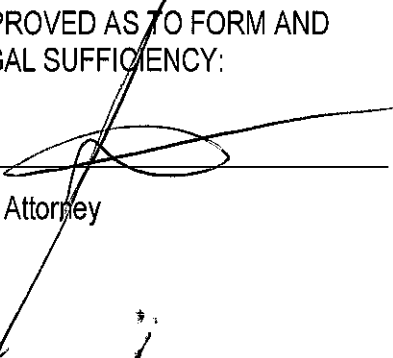
City Clerk

CITY OF NORTH MIAMI

By: 

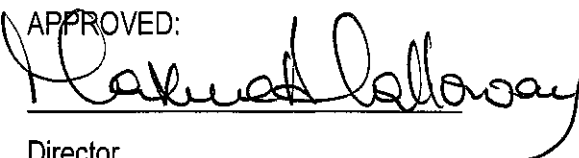
for City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



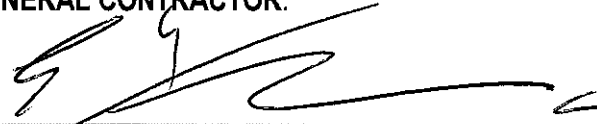
City Attorney

APPROVED:




Director
Community Planning & Development Dept.

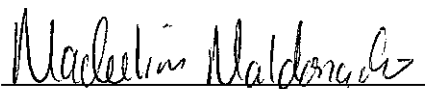
GENERAL CONTRACTOR:




Signature below signifies possession of all
Attachments referred to herein.



Signature



Print Name

By: 

[If Contractor is A Corporation, this contract shall be signed by an authorized officer and attested to by the Secretary with corporate seal affixed.]

(Corporate Seal)

EXTERIOR

GENERAL ROOF SPECIFICATIONS

Sheathing end joints shall be made over rafters. All supporting verge rafters shall extend back into the roof at least four feet. All sagging portions of the roof shall be braced with minimum 2"x4" lumber from roof rafters to nearest bearing wall. Purlins shall be used when necessary. The first two hundred feet (200') of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector's verification and authorization prior to replacement. An Engineer Certification is required for repair/replacement of roof framing components of structural concern. The roofing contractor must comply with any gas vents requirements per Building and Zoning. **Contractor shall warrant work for ten years from completion date (final permit approval) of all work required under this contract. A copy of the warranty must be submitted to the Homeowner and the Community Planning & Development Housing Division office upon completion of the roof. NOTE: All damaged sheathing, rafters, fascia and soffits replacement shall be included in the contract price.**

01) SLOPED ROOF- ARCHITECTURAL SHINGLES

\$ 10,600.00

Remove all rotted/deteriorated wood at the front porch and deteriorated decking.

Remove all existing roofing covering, underlayments, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep-clean sheathing of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters, per General Roof Specifications above. Homeowner will select colors from the manufacturer's standard colors. Upon completion of work, contractor shall furnish Housing Inspector the manufacturer's shingle warranty, product approval and contractor's warranty for ten years against leaks.

- Furnish and install new underlayment.
- Furnish and install a secondary water barrier (smooth surface peel and stick, roofing membrane).
- Finish and install new 3 inches galvanized steel drip edge, galvanized steel valleys, return/wall flashings, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks.
- Install new dimensional TIMBERLINE PRESTIQUE 40 High Definition fungus resistant shingles mechanically fastened to deck. Valley shingles may be applied in an open or closed fashion only, not woven.

02) FLAT ROOF MODIFIED BITUMEN**\$ 4,500.00****Remove all rotted wood and deteriorated decking.**

Remove all existing roofing covering, underlayments, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters as per Roof General Specifications and paint to match existing. Furnish and install new underlayment mechanically fastened to the deck, two layers of fiberglass ply sheet, solid mopped with hot asphalt and one layer of Modified Bitumen solid mopped with hot asphalt. Where required, install new 3 inches galvanized steel drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Upon completion of work, Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's five-year warranty against leaks. **NOTE: OVER THE LIVING AREA, 1" RIGID INSULATION IS REQUIRED AT FLAT PORTION OF ROOF EXCEPT WHEN PONDING WATER CONDITION EXIST WHERE TAPERED INSULATION SHALL BE USED OR ANY OTHER APPROVED METHOD. INSPECTION/DOCUMENTATION REQUIRED.** There can be no pooling water. Use tapered insulation or build up low areas, if required to prevent any pooling water.

03) REPLACE ALL DETERIORATED AND MISSING FASCIA**\$ 3,200.00**

Remove all damaged or deteriorated fascia and haul away all debris from property at once. Furnish and install new 1"x2" pressure treated furring as required by FBC. Fascia replacement shall be with matching size and material. Outside corner shall be mitered and all fascias shall be secured with non-corrosive nails. Minimum length of any fascia segment shall be 5 feet. Remove all attachments to the fascia, as required, and reattached, after the fascia replacement. Remove and replace the required roofing system, i.e., shingles, roofing membrane and metal drip edge: match existing. Discuss with the Housing Inspector, prior to removal any variation.

04) REPLACE ALL DETERIORATED AND MISSING SOFFIT**\$ 3,450.00**

Remove all damaged or deteriorated soffit (including all damaged, painted screen, missing or deteriorated soffit vents) and haul away all debris from property at once. Soffit replacement shall be with matching size and material. All soffit shall be secured with non-corrosive nails. Minimum length of any soffit segment shall be 5 feet. Remove all attachments to soffit, as required, and reattached after soffit replacement.

- Paint new soffit to match existing. Apply one coat of LOW VOC primer/sealer and two coats of 100% LOW VOC exterior paint. Material allowance for paint must be mid grade or better.

05) INSTALL NEW GUTTER & DOWNSPOUT**\$ 3,250.00**

Install new 6" seamless metal gutter and downspout system (on the entire perimeter of house). The Homeowner will select color from standard stock colors. Install new splash 24" blocks at downspouts, discharging the water away from any foundation.

06) INSTALL EXTERIOR DOOR- COMPLETE(3)

\$ 2,850.00

Remove existing doors, jamb, casing, threshold, and haul these materials/debris away. Modify opening to accept standard size door as needed. Replace wood buck, if deteriorated or necessary, set buck in premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

- Furnish and install new out-swing impact resistant six panels steel exterior door complete with jamb, casing, brick molding. Doors must be 1-3/4 inch solid core door.
- Install panoramic peephole, aluminum weather-stripping saddle, weather-stripping and spring/chain stop or doorstop. Install tamper proof hinges.
- The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside. The doorknob and deadbolt shall be keyed alike. Install the same doorknob and deadbolt as outlined in the product approval.
- Paint the new exterior door, by applying one coat of LOW or ZERO VOC primer/sealer and two coats of 100% LOW or ZERO VOC on the exterior paint and one coat of ZERO VOC primer/sealer and two coats of 100% ZERO VOC on the interior paint. Material allowance for paint must be mid grade or better of the City approved brands, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

07) INSTALL NON-IMPACT PATIO GLASS DOORS

\$ 1,200.00

NUMBER OF DOOR OPENING 1

Remove existing patio glass doors and frame at **North East(565)**. Install new patio sliding glass doors and frames with screen door panels within the same opening. Both panels are to be operable with factory-tinted glass. Homeowner shall select and confirm in writing the design, color of frames and degree of tinted glass from the standard stock. Install new hardware on doors. Stucco, drywall, paint, caulk, and/or tile the adjacent surfaces around door opening to match existing. The new patio doors with it components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

- All exposed anchoring screws shall be the same color as the frame.

- Remove the manufacturers' stickers and any residue on the glass after all final inspections.

08) REPLACE EXTERIOR WINDOWS (565-67)

WITH NON-IMPACT SINGLE HUNG WINDOWS

\$ 8,500.00

NUMBER OF WINDOWS 20 NUMBER OF WINDOW OPENINGS 12

The Contractors will verify measurements/dimensions and total number of openings to receive new windows. Remove existing windows and install, in the same configuration as the existing windows, new single hung, non-impact, aluminum replacement windows with screens and factory-tinted glass. Homeowner shall select color of frames and degree of tinted glass from the standard stock. The aluminum windows and its components shall be installed in strict compliance with the Product Approval.

- Install full view style windows.
- Install tempered and obscure glass in bathroom windows.
- All exposed anchoring screws shall be the same color as the frame or concealed.
- Replace/install all new sill with ½" marble sills.
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Repair/replace all damaged surfaces inside and out, caused by windows installation. Any modifications or repairs/replacement work to, i.e., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- Remove the manufacturers' stickers and any residue on the glass after all final inspections.

09) INSTALL ACCORDION HURRICANE SHUTTERS

\$ 6,900.00

LOCATIONS: ALL WINDOWS AND SLIDING GLASS DOOR

NUMBER OF WINDOW OPENINGS 12 NUMBER OF DOOR OPENING 1

Install new aluminum accordion storm shutters. Permanently install the shutters and its components in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA). Homeowner will select the color of the new shutters. Remove all previously installed shutters, awnings and attachment hardware including makeshift shutters. Repair adjacent surfaces to match existing.

- All exposed anchoring screws shall be the same color as the frame or concealed.
- Relocate required electrical items and gutters/downspouts, to accommodate the shutters installation.

10) EXTERIOR PRESSURE CLEANING (565-67)

\$ 550.00

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway (including public walkway in front of the house) and any exposed concrete area. Remove alga, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew. **NOTE: Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Call Housing Inspector for inspection.**

11) PAINT EXTERIOR SURFACE OF (565-67) AND

PROVIDE THE MANUFACTURER EXTERIOR WARRANTY

\$ 3,900.00

Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking. Prime all joints as necessary. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface, prime and paint. Tint the primer to the color selection. Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting. Homeowner will select a maximum of three colors. Call Housing Inspector prior to application of finish coat. **NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall left to Homeowner for future use.**

- Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.
- Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.
- Apply the proper mil-thickness of paint for moisture protection and warranty.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., **Sherwin Williams (Harmony) or an approved equal. Housing Inspector to verify brand and VOC level.**
- Upon completion of the project, the contractor must provide a manufacturer warranty (not the paint label warranty). The manufacture representative must inspect, approve and sign-off on the exterior painting.
- Install approved address numbers; placed in a position to be plainly visible from the street fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide.

12) FUMIGATION (565-67)**\$ 3,000.00**

After all new materials are in place; have building treated for all types of termites indigenous to the City of North Miami and South Florida area such as Dry-wood, Subterranean and Ferosan. A licensed pest control company using the proper fumigant must perform all extermination. The Contractor shall schedule the treatment between the Homeowner(s) and exterminating company during the last draw period, after all wood components have been installed. The Homeowner must vacate the premises as necessary, prior to the fumigation treatment as directed by the exterminating company. An inspection/treatment report (Form 1145) must be submitted after the fumigation process has been completed along with the warranty from the pest control company with his/her final pay request for this item. Contractor shall warrant work for five years from completion date of all work required under this work item. A copy of the warranty must be submitted to the Homeowner and the Housing Division office upon completion of all rehabilitation done to this property.

13) PLUMBING, TAPPING AND NEW METER FOR 565**\$ 1,600.00**

Provide labor and material to disjoint water service from both units and install new water meter for 1180. Price shall include new tapping fee, all new plumbing lines, all permit fee from Public Works and a water deposit from the Water Department associated with this work .

14) DEMOLITION**\$ 5,900.00**

- a) Provide labor and material to demolish and remove **330 square feet** of aluminum enclosure addition located at rear of **567**. Remove and cap off all illegal plumbing lines. Within the same location provide labor and material to install an approximate 5' x 3' slabs at rear. Haul away all debris from property at once.
- b) Provide labor and material to excavate **744 square feet of illegal driveway** located in front of property including excess tile at front porch and planter at East side . Haul away all debris from property at once
- c) Provide labor and material to excavate **737 square feet** of concrete walkway violations located East and West side of properties and install 16 x 16 pavers at each side. Haul away all debris from property at once.
- d) Provide labor and material to excavate and remove **2300 square feet** of concrete of illegal addition , planters throughout the property at all of the excavation locations. Haul away all debris from property at once and provide black dirt and re-sod all areas.

15) RESIDENTIAL BUILDING NUMBERS

&MAILBOXES

\$ 350.00

Install approved address numbers placed in a position to be plainly visible from the street or road fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide. Remove existing mailboxes and haul away. Provide labor and materials mailboxes at both units.

16) FENCE (WOOD & CHAIN LINK)

\$7,500.00

Provide Labor and material to remove existing shrubbery, tree stump at east side of property dilapidated fence all throughout the perimeter of the property and haul away to install an approximate **320 lineal feet shadow box fence** at the property. Provide labor and material to install wood gate at each side East and West. Provide labor and material to equally divide the back yard with a 6 foot high of an approximate **51 lineal feet long** of chain link fence.

Copy of survey will be provided

INTERIOR

LAUNDRY ROOM AREA

17) SECURITY DOORS (2)

\$1,100.00

- Provide labor and material to install two security doors with aluminum panels at East & West side entry door of laundry room. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA). The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside. The doorknob shall be a deadbolt l.

- Paint the new exterior doors, by applying one coat of glossy , rust resistant paint.

18) INSTALL NEW TANKLESS HOT WATER HEATER(2)

\$ 1,200.00

Remove existing water heater. Within the same area, as the existing unit, install a new electric tank less water heater unit for each unit. The new tank less water heater units should be of sufficient size to accommodate the needs of the Duplex. Modify any electrical connections, plumbing, piping, walls, ceilings, closets and doors to accommodate the new equipment per building code. Any modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc should match existing adjacent surfaces. Haul away all debris from property at once. Upon completion of work, Contractor shall provide The City with the manufacturer's informational equipment package, equipment warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacture specifications and building codes. Water Heater brand shall be **Ecosmart or better. Documentation required.**

19) CONNECT WASHER DRAIN TO MAIN HOUSE DRAIN

\$ 3,700.00

AND INSTALL DRYER THRU WALL VENT

Provide labor and material to install a washing machine drain to each unit main draining system, including the standpipe drain, all per building code. Properly support the standpipe by attaching to the wall. Make sure the standpipe is taller than the highest water level in the washing machine (a minimum of 34").

- Install the washing machine hot and cold water supply lines with hose bibs, all in one central, easily accessible location.
- Provide proper electrical connection to install each dryer .

Install a hooded damper 4-inch duct vent through the exterior wall or roof, for the dryer. When attaching the vent hood to the exterior wall, caulk around the edges of the hood. The vent should exit the house at least 12-inches above ground level and if under a window it must be 10-inches below the window. The length of the dryer vent shall not exceed the manufacturer recommendation and/or 25 linear feet. Adjacent exterior and interior surfaces shall be restored to original condition.

20) INSTALL NEW HOSE AND MAIN WATER SHUT OFF VALVE

\$2,500.00

- Remove all exterior hose bibs. Install new hose bibs with vacuum breakers.
- Install a main unit shut-off valve at both units. Haul away all debris from property at once. If the adjacent wall surface is damage during the new installation stucco, paint and caulk the damage wall surface to match existing.

21) KITCHEN RENOVATION (565-67)

\$13,000.00

CLEAR OUT AND REMOVE ALL ROTTED PLUMBING LINES.

Remove existing wall partition at rear between kitchen and bedroom of 565 to increase the size of the rear master bedroom and bathroom. Modify all plumbing and electrical lines to facilitate adjustments. Remove and replace all rotted plumbing lines.

The intent of the following specifications, in this work item, is to renovate both kitchens.

Haul away debris from property at once.

a) Contractors will verify measurements and dimensions, for replacement. Repair all damaged and adjacent surfaces caused by this installation, restoring to original condition. Homeowner to select color and design of cabinet, from standard stock.

- Replace the cabinetry in the same configuration as the existing, except install corner cabinet in all corners and provide openings for existing built-in range and counter-cook top including pantry.
- All new cabinets are to be plywood or solid wood including the doors, no particleboard with raised panel doors
- CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.
- Install 14" width new cabinetry at breakfast area with countertop.
- Provide kitchen countertop in the same configuration as the existing. Include the breakfast area countertop. Install the new Formica countertop on veneered exterior grade plywood. Homeowner will select color and design.
- Install a full back splash.
- Material budget for door and drawer knobs/handles is \$2.00 each.

b) Install new kitchen sink, faucet and drain assembly. Install new 8" deep, double bowl sink, within a material budget of \$300.00. Install a new rotary ball faucet with sprayer. The Homeowner to select design of faucet and sink. Install new supply tubes. Install new drain assembly. Install new shut off valves. Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall.

c) Install a new vented microwave hood with exhaust, mounted below the wall cabinet to the existing duct. Install a new termination cap. Both exhaust fan and the termination cap are to have built-in back draft dampers. The exhaust fan should be rated for continuous ventilation, ENERGY STAR qualified and labeled accordingly; capable of moving proper amount of cfm at no more than 5.5 sones.

- Proper cfm for range hood is calculation:
 - o BTU's for all stove top burners divided by 100
 - o Total BTU's/100 = CFM Provide verification of sone rating and cfm of air movement to the Housing Inspector. Follow manufacturer installations for the proper installation. Patch any ceiling, wall, soffit or roof opening relating to this work item. Conceal the ductwork within and above the wall cabinet with like materiel and trim work.
- d) Install a dedicated 20-amp line for the above exhaust for each unit. Protect and cover exhaust from materials

e) Install new light fixtures within the same locations, replace with two (2) fluorescent surface-mounted decorative light fixtures, ENERGY STAR qualified and labeled accordingly at each unit. Light bulbs should be energy stars and are not to exceed 100 watts. Check and repair all light switches and receptacles in the kitchen. Homeowner will select light fixture within the budget amount. Patched ceiling finishes should match existing finish as close as possible.

f) Provide labor to install and purchase new Energy Star label appliances ie! Refrigerator, Stove, Microwave) Allowance for these items is **\$1500.00 for each unit**

g) Provide the required number of tamper proof GFCI Receptacles along the kitchen countertop, i.e., there must be no point along the kitchen countertop wall-line located further than 24" from the GFCI outlet. Counter space 12" or more must have a tamper proof GFCI outlet.

h) Provide a 4-prong receptacle with the required wiring for the electric range. Provide a new power cord and connection to the range.

i) Floor -install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect sub-floor and make repairs that will assure it provides a solid, stable condition. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles and grout lines should not exceed 1/16". If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floorroom. Budget \$3.00 per square foot for the floor tile only, this does not include the appropriate trim and finishing materials. Install new wood baseboard throughout.

- Rework a/c duct supply air to fit flush with the ceiling. Install a new ceiling four-way register.
- Fur-out and frame the walls and ceiling and install drywall (tape and finish), to hide electrical conduit wiring, rough areas and to get a smooth walls and ceiling finish.

j) Patch and paint walls and ceiling. Remove all protruded nails throughout the wall surfaces. Repair any crack(s). Patch small holes with spackle. Patch with like material and matching thickness of existing walls and/or ceilings. Patched finishes should match existing finish as close as possible. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning the work.

k) Provide labor and materials rotted cast iron pipe at both kitchens and up to 10 feet of additional plumbing pipes.

22) MAIN BATHROOM TOTAL RENOVATION (565) (1)

\$7,900.00

Remove and replace all rotted plumbing lines

The intent of the following work item specifications is total renovation of bathrooms. Haul away all debris from property at once. City Representative is to select tile colors and sizes. Budget \$3.00 per square foot for the floor tile only, this does not include the appropriate trim and finishing materials.

a) Completely removed and discarded faucet, sink, vanity, toilet, diverter, tub, drain assembly and all related components. Remove the medicine cabinet/mirrors, light fixtures, exhaust fan, and bath accessories. Inside and outside the shower area, completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. Remove the flooring material.

b) Install new steel tub, fixtures and drain assembly.

- Install new cement backer board to existing studs. Replace rotten wood and repair or reinforce damage-framing members before installing new wall surfaces. Install new ceramic tile shower enclosure to ceiling height, with thin set.
- Install new shut-off valves, new showerhead. Install a new tub fixture with an adjustable hand held personal shower and body spray fixture with a 79" shower hose. Discuss spray pattern with Homeowner prior to purchasing, for their selection of replacement. Controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Acceptable designs for the shower control fixture are lever-operated, push-type controlled mechanisms, pressure balanced, anti-scald type. Choose a model made by a reputable manufacturer.
- Showerhead must be WaterSense labeled, using no more than 2.0 gallons of water per minute. Install new two frameless bi-passes or hinged shower doors, Homeowner to select finish of trim and style of doors within a material budget of \$450. Apply a heavy bead of silicone caulk to the underside of the threshold. Do not attach shower doors threshold with screws or other fasteners that can puncture the tub.
- Within shower area, install a new ceramic towel bar and a soap dish per Homeowner selection.
- In the shower, install two ADA approved grab bars (24" and 36" in lengths), horizontal placement, on the two (2) enclosure walls. The grabs must have escutcheons plates to conceal the anchoring. Reinforce the walls for the grab bars installation. See Homeowner for exact placement. Patch and repair any effected areas associated with this work item to match the eXisting adjacent surfaces.

c) Outside shower area, install new ceramic bath accessories: towel bar, toothbrush and glass holder, paper holder, soap dish. Homeowner will select from standard stock.

d) Install a new recessed medicine cabinet with plate glass mirror doors, overall size approximately the same size as the existing.

- e) Floor** -install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect sub-floor and make repairs that will assure it provides a solid, stable condition. The ceramic floor tile (non-slip) should be designed to meet ADA standards to prevent slipping and falls from occurring. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles and grout lines should not exceed 1/4". If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room. Extension flange may be required for the toilet.
- f) Walls and ceiling** -Prepare the walls to receive tiled wainscot by installing new cement backer-board to existing studs. Replace the existing wall tiles with new ceramic tiles on the walls same height as the existing with mastic or thin set. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles.
- **Painting** -Above the wainscot, install moisture resistant drywall and paint. Install regular drywall on the ceiling. Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work. Paint surfaces, per the general paint specifications.

Remove and replace the vanity and sink/countertop with a pedestal. The pedestal shall have the same dimensions as the existing. Discuss the pedestal design with Homeowner, as the Homeowner will select these amenities from standard stock ..

- Place escutcheon plates at all plumbing and electrical opening through the wall.
- New fixtures controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Choose a model made by a reputable manufacturer. Choose a model(s) made by a reputable manufacturer(s).
- Install new supply tubes. Install new drain assy for the sink. Install shut off valves.

g) Install a new toilet with toilet seat. Discuss with the Homeowner, elongated or round toilet design and color for their selection of replacement. The toilet bowl height should stand at 17" or higher, ADA approved and wheelchair accessible. The new toilet must be listed in the U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush. Install new supply tube(s), escutcheon(s) and shut off valve(s).

h) Provide tamper proof GFCI Receptacle(s), in the bathroom. i) Install a horizontal strip light fixture above the mirror, operating on a separate switch. Homeowner will select the light fixtures within the budgeted amount of \$45.00; ENERGY STAR qualified and labeled accordingly and energy star bulbs. The wattage for the bulbs shall not exceed 100. n Remove existing exhaust fan. Install a new bathroom exhaust ceiling fan with built-in light; ENERGY STAR qualified and labeled accordingly. Install ductwork to the exterior. Both exhaust fan and the termination cap are to have built-in back draft dampers. Operate the fan by a separate delay timer switch. The exhaust fan should have a noise rating of 0.3-1.5 sone. Verify the cubic feet per minute (cfm) of air movement required for the new fan.

- Ceiling fans CFM calculations based upon the room size:

o Cubic feet times .13 factor

o CF x .13 = CFM Provide verification of sone rating and cfm of air movement upon to the Housing Inspector. Patch any ceiling or roof opening relating to this work item. Homeowner will select the exhaust ceiling fan with built-in light within the budgeted amount of \$170.00 per fixture.

l) Provide labor and materials rotted cast iron pipe at bathroom and up to 10 feet of additional plumbing pipes.

23) MASTER BATHROOM TOTAL RENOVATION 565 (2)

\$7,900.00

Remove and replace all rotted plumbing lines

The intent of the following work item specifications is total renovation of bathrooms. Haul away all debris from property at once. City Representative is to select tile colors and sizes. Budget \$3.00 per square foot for the floor tile only, this does not include the appropriate trim and finishing materials.

a) Completely removed and discarded faucet, sink, vanity, toilet, diverter, tub, drain assembly and all related components. Remove the medicine cabinet/mirrors, light fixtures, exhaust fan, and bath accessories. Inside and outside the shower area, completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. Remove the flooring material.

b) Install new steel tub, fixtures and drain assembly.

- Install new cement backer board to existing studs. Replace rotten wood and repair or reinforce damage-framing members before installing new wall surfaces. Install new ceramic tile shower enclosure to ceiling height, with thin set.
- Install new shut-off valves, new showerhead. Install a new tub fixture with an adjustable hand held personal shower and body spray fixture with a 79" shower hose. Discuss spray pattern with Homeowner prior to purchasing, for their selection of replacement. Controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Acceptable designs for the shower control fixture are lever-operated, push-type controlled mechanisms, pressure balanced, anti-scald type. Choose a model made by a reputable manufacturer.

• Showerhead must be WaterSense labeled, using no more than 2.0 gallons of water per minute. Install new two frameless bi-passes or hinged shower doors, Homeowner to select finish of trim and style of doors within a material budget of \$450. Apply a heavy bead of silicone caulk to the underside of the threshold. Do not attach shower doors threshold with screws or other fasteners that can puncture the tub.

- Within shower area, install a new ceramic towel bar and a soap dish per Homeowner selection.
- In the shower, install two ADA approved grab bars (24" and 36" in lengths), horizontal placement, on the two (2) enclosure walls. The grabs must have escutcheons plates to conceal the anchoring. Reinforce the walls for the

grab bars installation. See Homeowner for exact placement. Patch and repair any effected areas associated with this work item to match the eXisting adjacent surfaces.

c) Outside shower area, install new ceramic bath accessories: towel bar, toothbrush and glass holder, paper holder, soap dish. Homeowner will select from standard stock.

d) Install a new recessed medicine cabinet with plate glass mirror doors, overall size approximately the same size as the existing.

e) Floor -install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect sub-floor and make repairs that will assure it provides a solid, stable condition. The ceramic floor tile (non-slip) should be designed to meet ADA standards to prevent slipping and falls from occurring. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles and grout lines should not exceed 1/4". If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room. Extension flange may be required for the toilet.

f) Walls and ceiling -Prepare the walls to receive tiled wainscot by installing new cement backer-board to existing studs. Replace the existing wall tiles with new ceramic tiles on the walls same height as the existing with mastic or thin set. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles.

- Painting -Above the wainscot, install moisture resistant drywall and paint. Install regular drywall on the ceiling. Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work. Paint surfaces, per the general paint specifications.

Remove and replace the vanity and sink/countertop with a pedestal. The pedestal shall have the same dimensions as the existing. Discuss the pedestal design with Homeowner, as the Homeowner will select these amenities from standard stock ..

- Place escutcheon plates at all plumbing and electrical opening through the wall.
- New fixtures controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Choose a model made by a reputable manufacturer. Choose a model(s) made by a reputable manufacturer(s).
- Install new supply tubes. Install new drain assy for the sink. Install shut off valves.

g) Install a new toilet with toilet seat. Discuss with the Homeowner, elongated or round toilet design and color for their selection of replacement. The toilet bowl height should stand at 17" or higher, ADA approved and wheelchair accessible. The new toilet must be listed in the U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush. Install new supply tube(s), escutcheon(s) and shut off valve(s).

h) Provide tamper proof GFCI Receptacle(s), in the bathroom. **i)** Install a horizontal strip light fixture above the mirror, operating on a separate switch. Homeowner will select the light fixtures within the budgeted amount of \$45.00;

ENERGY STAR qualified and labeled accordingly and energy star bulbs. The wattage for the bulbs shall not exceed 100. n Remove existing exhaust fan. Install a new bathroom exhaust ceiling fan with built-in light; ENERGY STAR qualified and labeled accordingly. Install ductwork to the exterior. Both exhaust fan and the termination cap are to have built-in back draft dampers. Operate the fan by a separate delay timer switch. The exhaust fan should have a noise rating of 0.3-1.5 sone. Verify the cubic feet per minute (cfm) of air movement required for the new fan.

- Ceiling fans CFM calculations based upon the room size:

- o Cubic feet times .13 factor

- o $CF \times .13 = CFM$ Provide verification of sone rating and cfm of air movement upon to the Housing Inspector. Patch any ceiling or roof opening relating to this work item. Homeowner will select the exhaust ceiling fan with built-in light within the budgeted amount of \$170.00 per fixture.

- l) Provide labor and materials rotted cast iron pipe at bathroom and up to 10 feet of additional plumbing pipes.

24) MAIN BATHROOM TOTAL RENOVATION 567

\$7,900.00

Remove and replace all rotted plumbing lines

The intent of the following work item specifications is total renovation of bathrooms. Haul away all debris from property at once. City Representative is to select tile colors and sizes. Budget \$3.00 per square foot for the floor tile only, this does not include the appropriate trim and finishing materials.

a) Completely removed and discarded faucet, sink, vanity, toilet, diverter, tub, drain assembly and all related components. Remove the medicine cabinet/mirrors, light fixtures, exhaust fan, and bath accessories. Inside and outside the shower area, completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. Remove the flooring material.

b) Install new steel tub, fixtures and drain assembly.

- Install new cement backer board to existing studs. Replace rotten wood and repair or reinforce damage-framing members before installing new wall surfaces. Install new ceramic tile shower enclosure to ceiling height, with thin set.
- Install new shut-off valves, new showerhead. Install a new tub fixture with an adjustable hand held personal shower and body spray fixture with a 79" shower hose. Discuss spray pattern with Homeowner prior to purchasing, for their selection of replacement. Controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Acceptable designs for the shower control fixture are lever-operated, push-type controlled mechanisms, pressure balanced, anti-scald type. Choose a model made by a reputable manufacturer.
- Showerhead must be WaterSense labeled, using no more than 2.0 gallons of water per minute.

Install new curtain rods, Homeowner to select finish of trim and style of doors within a material budget of \$450. Apply a heavy bead of silicone caulk to the underside of the threshold. Do not attach shower doors threshold with screws or other fasteners that can puncture the tub.

- Within shower area, install a new ceramic towel bar and a soap dish per Homeowner selection.
- In the shower, install two ADA approved grab bars (24" and 36" in lengths), horizontal placement, on the two (2) enclosure walls. The grabs must have escutcheons plates to conceal the anchoring. Reinforce the walls for the grab bars installation. See Homeowner for exact placement. Patch and repair any effected areas associated with this work item to match the eXisting adjacent surfaces.

c) Outside shower area, install new ceramic bath accessories: towel bar, toothbrush and glass holder, paper holder, soap dish. Homeowner will select from standard stock.

d) Install a new recessed medicine cabinet with plate glass mirror doors, overall size approximately the same size as the existing.

e) Floor -install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect sub-floor and make repairs that will assure it provides a solid, stable condition. The ceramic floor tile (non-slip) should be designed to meet ADA standards to prevent slipping and falls from occurring. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles and grout lines should not exceed 1/4". If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room. Extension flange may be required for the toilet.

f) Walls and ceiling -Prepare the walls to receive tiled wainscot by installing new cement backer-board to existing studs. Replace the existing wall tiles with new ceramic tiles on the walls same height as the existing with mastic or thin set. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles.

- Painting -Above the wainscot, install moisture resistant drywall and paint. Install regular drywall on the ceiling. Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work. Paint surfaces, per the general paint specifications.

Remove and replace the vanity and sink/countertop with a pedestal. The pedestal shall have the same dimensions as the existing. Discuss the pedestal design with Homeowner, as the Homeowner will select these amenities from standard stock ..

- Place escutcheon plates at all plumbing and electrical opening through the wall.
- New fixtures controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Choose a model made by a reputable manufacturer. Choose a model(s) made by a reputable manufacturer(s).
- Install new supply tubes. Install new drain assy for the sink. Install shut off valves.

g) Install a new toilet with toilet seat. Discuss with the Homeowner, elongated or round toilet design and color for their selection of replacement. The toilet bowl height should stand at 17" or higher, ADA approved and wheelchair accessible. The new toilet must be listed in the U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush. Install new supply tube(s), escutcheon(s) and shut off valve(s).

h) Provide tamper proof GFCI Receptacle(s), in the bathroom. i) Install a horizontal strip light fixture above the mirror, operating on a separate switch. Homeowner will select the light fixtures within the budgeted amount of \$45.00; ENERGY STAR qualified and labeled accordingly and energy star bulbs. The wattage for the bulbs shall not exceed 100. n Remove existing exhaust fan. Install a new bathroom exhaust ceiling fan with built-in light; ENERGY STAR qualified and labeled accordingly. Install ductwork to the exterior. Both exhaust fan and the termination cap are to have built-in back draft dampers. Operate the fan by a separate delay timer switch. The exhaust fan should have a noise rating of 0.3-1.5 sone. Verify the cubic feet per minute (cfm) of air movement required for the new fan.

- Ceiling fans CFM calculations based upon the room size:

- o Cubic feet times .13 factor

- o CF x .13 = CFM Provide verification of sone rating and cfm of air movement upon to the Housing Inspector. Patch any ceiling or roof opening relating to this work item. Homeowner will select the exhaust ceiling fan with built-in light within the budgeted amount of \$170.00 per fixture.

II) Provide labor and materials rotted cast iron pipe at bathroom and up to 10 feet of additional plumbing pipes.

25) CERAMIC TILE FLOOR (565-67)

\$5,300.00

LOCATIONS: (2) LIVING ROOM, (2) DINING ROOM, , (5)BEDROOMS, HALLWAYS, CLOSETS

Remove any flooring, underlayment and uneven flooring. Haul away all debris from property at once. Match floorings with like material in thickness and matching thickness of existing floor to install tile. Install new ceramic floor tiles in thin-set mortar. Include closet area. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles and grout lines shall be less than ¼ ". If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room.

Homeowner is to select tile colors and sizes. Budget \$3.00 per square foot for floor tile, this does not include the appropriate trim and finishing materials.

- After removing the old flooring and underlayment, inspect the sub-floor moisture damage, cracks, and other flaws (and repair the same). Make repairs that will assure it provides a solid, stable condition.

- Install new baseboard throughout both units.

26) INSTALL NEW INTERIOR DOOR AND FRAME (565-67)

\$1,900.00

AND CLOSETS (13)

Remove existing interior door and frame. Replace 2x wood buck, if deteriorated or necessary. Haul away all debris from property at once. Within the same opening, install new same style interior wood door and frame having the same swing, as the existing door; paint or seal the door (6 sides) and frame, Homeowner to select color. Install new hardware on door and frame. Install door casing, trim, stucco, paint, caulk, and/or tile on adjacent surfaces around door opening to match existing.

27) INSTALL CLOSET SHELVES AND POLES(565-67)

\$1,450.00

Install wood closet shelves the length and width of the closet and 15" wide. Support the shelves by installing wood cleats; use one at each end. Install closet poles closet, 6'-3" above the finished floor. Install required blocking in the wall to support closet pole, patch and paint wall to match the adjacent surfaces. Hang the closet poles 12" to 14" from the wall. Shelves for all closets and Utility Room should be installed on three walls. Paint the shelves and poles. Homeowner will select the color. Provide wiring shelving at rear room at all three walls for prospective tenants to store their belonging. Room should be divided in equal parts with security padlock for each compartment.

28) PAINT AND PAINT/REPAIR PATCH CEILINGS

\$ 2,750.00

LOCATION: BOTH UNITS(565-67)

Remove any loose, water damage ceiling material, and haul away all debris from property at once. Repair any crack(s). Patch small holes with spackle. Patch with like material in thickness and matching thickness of existing ceiling. Patched finishes should match existing finish as close as possible. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning the work. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. All paint must be mid-grade or better of the City approved brands, which are ZERO VOC products and light colored, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), GliddenICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

29) REPLACEMENT OF CENTRAL AIR CONDITIONER (2)

\$7,850.00

2 New louver doors See specs.

Remove all wall unit A/C and any outside condensing unit. Relocate unit from walls to within a condition

space. Modify walls, ceilings, to seal opening openings. Modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc should match existing adjacent surfaces.

Install a new air-handling unit with electric heat strip and condensing unit of sufficient size to accommodate the needs of the home. The air conditioning unit shall have a minimum **SEER** rating of 16.0, **ENERGY STAR** qualified and the equipment must be labeled accordingly. Acceptable manufactures are Carrier, Rheem and Goodman. Haul away all debris from property at once. Upon completion of work, Contractor shall provide Homeowner with the manufacturer's informational equipment package, equipment warranty with a five (5) years compressor warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacturer specifications and building codes; make all the necessary modifications. All **FPL** energy conservation rebates will be applied to the contractor cost of the air conditioning equipment. It is the responsibility of the contractor to register with **FPL** and to submit the signed Watt Saver form to Housing.

- Provide a heat loss load calculation to properly size the replacement unit and new supply/return air ductwork and transfer system.
- The electric heat strip should be sized to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F.
- Provide new 7-days programmable thermostat, high and low voltage electric service, liquid lines and equipment concrete pad and stand.
- Upgrade and/or modify the electric (per building code), supply/return air ducting and grilles.
- Replace all damaged ductwork.
- Install missing supply/return air ducting and grilles in each room. Do not install bedrooms return air grilles in the walls or doors.
- Install new a/c supply air conditioning vent to the main bathroom and the hallway bathroom.
- Rework the ductwork, install a new four way ceiling or wall register, to fit flush against the wall wherever is needed
- Install new air conditioning (2) closet door.
- Modify walls, ceilings, closets and doors to accommodate the new equipment and/or supply, return air ductwork and outlets. Modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc should match existing adjacent surfaces.
- Test and verify all ductwork for leakage. Install a condensation drain line, with a condensation pump, thru the attic ..
- Provide enclosure and closet for new unit if necessary. Provide labor and material to install two A/C cage for the outside units.

30) INSTALL SMOKE DETECTORS (565-67)

\$2,100.00

Install smoke detectors (and smoke carbon monoxide alarms where required), hard-wired and interconnected, with battery backup. Install the smoke detectors in each bedroom and in the hallway or area outside the bedroom(s) and any other area as required per code; in as much as, follow the FBC and NEC requirements for placement of the alarm on the walls, ceiling and location within the home. Patch and paint any effected areas associated with this work

item to match the existing adjacent surfaces (including where an existing smoke detectors were removed), paint from cut-line to cutline.

- a. Remove existing hard-wired smoke detectors, if cannot be interconnected
- b. Remove existing battery-operated smoke detectors and patch surface after removal.

**31) ELECTRIC UPGRADE INCLUDING SERVICE AND PANEL
(565-67)**

\$7,000.00

Check electrical service for the size of each unit and the amount of appliances currently being serviced; increase the amperage to supply house demands. Relocate, as required, and upgrade new service and panel per FBC and NEC .

- Add the required tamper proof receptacles. per Florida Building Code and NEC. throughout both units.
- Separate and balance the existing circuits. All circuits in the panel box should be clearly labeled with a minimum of two (2) spare circuits.

Replace damaged, malfunctioned, painted over and/or missing switches cover plates, receptacles, and GFCI's. The new receptacles should be modern polarized, grounded receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings.

- Provide and install tamper proof GFCI Receptacles and/or GFCI Circuit Breakers, per FBC and NEC.
- Replace damaged electrical connections, conduit and wiring.
- Remove abundant electrical wiring, connections and conduit.
- Kitchen -provide the required number of tamper proof GFCI Receptacles along the kitchen countertop, i.e., there must be no point along the kitchen countertop wall-line located further than 24" from the GFCI outlet. Counter space 12" or more must have a tamper proof GFCI outlet.

- Provide a 4-prong receptacle with the required wiring for both electric cloth dryers.
- Provide code required single receptacle for both refrigerators in both kitchens.
- Provide code required electrical connection for both hot water heater.
- Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces, paint from cut-line to cut-line. Install new exterior light fixtures with a motion sensor with interior wall switches at all 4 corners of duplex. Homeowner will select the light fixtures within the \$40.00 per light fixture budget, ENERGY STAR qualified and labeled accordingly. Haul away debris from property at once. Discuss with the Homeowner the locations of the controlling switches prior to installation.

- Install two exterior lights in the front of the house and two in the rear of the house.
- Provide electrical service, wiring and connections for both washers.
- Provide code approved wiring receptacles for outside perimeter

**32) INSTALL CEILING FAN WITH LIGHT(7)
LOCATIONS: (5) BEDROOMS, (2) LIVING ROOM**

\$1,400.00

Install new ceiling fan (5-blade minimum) with light as manufactured by Hampton Bay, Hunter Douglas or approved equal. Material allowance is \$150.00 per fixture, ENERGY STAR qualified and labeled accordingly. Conceal all

wiring, no surface mounted molding. Install junction box and ceiling support, as required for the installations. Repair walls and ceilings as required, matching the adjacent surfaces.

- a. Install a wall switch to control the light and a separate speed control switch to control the fan.